

US EPA RECORDS CENTER REGION 5



480934



**FRED BUCHOLZ**  
DUPAGE COUNTY RECORDER  
MAR. 17, 2014 RHSP 10:58 AM  
OTHER 10-11-401-006  
029 PAGES R2014-021511

**This instrument was prepared by:**

Name: Shell J. Bleiweiss  
Address: 1 S. Dearborn St. Suite 2100  
Chicago, IL 60603-2307

**Please return this instrument to:**

Name: Shell J. Bleiweiss  
Address: 1 S. Dearborn St. Suite 2100  
Chicago, IL 60603-2307

**ENVIRONMENTAL COVENANT**

1. This Environmental Covenant is made this [ ] day of [ ] 2013, by and among Charles W. and Nancy J. Russell (Grantor) and the Holder/Grantee further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. **Property and Grantor.** *Vacant Land*

A. **Property:** The real property subject to this Environmental Covenant is located at Route 83 and Jeans Rd, Lemont, DuPage County, Illinois 60439 and is legally described in Appendix A, hereinafter referred to as the "Property".

B. **Grantor:** Charles W. and Nancy J. Russell are the current fee owner of the Property and are the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 16994 Whiteoak Ridge Road, Pea Ridge, AK, 72751.

3. **Holder (and Grantee for purposes of indexing).** Illinois EPA and the Settling Work Defendants (as defined herein, paragraph 5. B.) are the Holders (and Grantees for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. The mailing

address of the Settling Work Defendants is c/o Alan Bielawski, Sidley Austin, One S. Dearborn St, Chicago, IL 60603.

4. **Agencies.** The Illinois EPA and the U.S. EPA are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. **Environmental Response Project and Administrative Record.**

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property is part of the Lenz Oil Superfund Site, which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director on September 30, 1999, the U.S. EPA approved a plan for environmental remediation of the Site. In the Consent Decree signed on August 14, 2002, *United States of America and the State of Illinois v. Alpha Construction, et al.*, Case No. 02 C 3609 (N.D. Ill.), Settling Work Defendants, as defined in the Consent Decree at p. 14 and listed in Appendix D.1 to the Consent Decree agreed to implement the remedial action plan in the ROD including the excavation of the principal threat area, the treatment of the contaminated material via solidification/stabilization (S/S), the disposal of the treated material within a corrective action management unit (CAMU), and the implementation of a pump-and-treat system for contaminants that remain in the aquifer after the other actions are completed. In April 2007, the U.S. EPA issued an Explanation of Significant Differences (ESD) that changed the Phase I remedy alternative from excavation and treatment via solidification/stabilization to Vacuum Enhanced Recovery (VER). In April 2008, the U.S. EPA approved the Remedial Design. On November 19, 2010, the U.S. EPA approved the Phase I Remedial Action Construction Completion Report. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the Lenz Oil Site. The Consent Decree also provides that U.S. EPA may require additional response activity, including changing the remedy, under certain limited circumstances.

C. Grantor wishes to cooperate fully with the Agencies by granting the required environmental covenants at the Site.

D. The Administrative Record for the environmental response project at the Lenz Oil Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact the Freedom of Information Act ("FOIA") officer, Illinois EPA, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 or Lemont Village Hall, 508

Lemont Street, Lemont, IL 60439 for the Administrative Record or other information concerning the Site.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

A. The Property shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of U.S. EPA to such use is first obtained. The restrictions on the Property shall include, but are not limited to, not allowing any drilling, digging, building, or the installation, construction, removal or use of any buildings, wells, pipes, roads, ditches or any other structures on the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

B. There shall be no excavating for landscaping, construction or other activities which removes soil from any portion of the Property unless the written consent of U.S. EPA to such use or activity is first obtained.

C. Construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

D. Notwithstanding the above, implementation of the Work as defined in the Consent Decree shall be permitted and shall not require any further consent of U.S. EPA. Use and maintenance of buildings and equipment present as of the effective date of this Environmental Covenant also shall be permitted and shall not require any further consent of U.S. EPA.

8. **Access to the Property.** Grantor agrees that U.S. EPA, the Illinois EPA and the Settling Work Defendants, their successors and assigns, and their respective officers, employees, agents contractors, and other invitees (collectively, "Access Grantees") shall have and hereby grants to each of them an unrestricted right of access to the Property to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives and paths, paved or unpaved, located on the Property. The right of access granted under this Paragraph 8 shall be irrevocable while this Covenant remains in full force and effect.

9. **Permitted Uses.** The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Property, for the purposes of conducting any activity related to the Consent Decree, including but not limited to, the following activities:

- A. Implementing, operating and maintaining the Work pursuant to the Consent Decree;
- B. Monitoring the Work;
- C. Conducting investigations relating to contamination at or near the Property including, but not limited to, the surface or subsurface erection or placement of physical or mechanical objects necessary to those investigations;
- D. Obtaining samples;
- E. Assessing the need for, planning, or implementing additional response actions at or near the Property;
- F. Verifying any data or information submitted to U.S. EPA or Illinois EPA;
- G. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Work Defendants or their agents, consistent with Section XXVIII (Access to Information) of the Consent Decree;
- H. Verifying, assessing, monitoring, implementing and enforcing the Activity and Use Restrictions set forth in Paragraph 7;
- I. Assessing Settling Work Defendants' compliance with the Consent Decree; and
- J. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the Work pursuant to the Consent Decree or of any federal or state environmental laws or regulations.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), RCRA or other federal and state law.

10. **No Public Access and Use:** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

**THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF DUPAGE COUNTY, ILLINOIS ON \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.**

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

## **12. Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. Settling Work Defendants;
- ii. the Illinois Environmental Protection Agency; and
- iii. U.S. Environmental Protection Agency.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the Settling Work Defendants, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, the Settling Work Defendants, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants.

, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, the Settling Work Defendants  
, U.S. EPA or Illinois EPA.

**C. Former Owners And Interest Holders Subject to Enforcement.** An Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

**13. Waiver of certain defenses:** This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

**14. Representations and Warranties:** Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor has a good and lawful right and power to grant this Environmental Covenant, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Settling Work Defendants will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

**15. Amendment or Termination.** This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies.

**16. Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Charles W. and Nancy J. Russell  
16994 Whiteoak Ridge Road  
Pea Ridge, AK 72751

To Holder:

Settling Work Defendants, c/o Alan Bielawski  
Sidley Austin, One S Dearborn St  
Chicago, IL 60603

To Agencies:

U.S. Environmental Protection Agency  
Superfund Division Director  
77 West Jackson Boulevard  
Chicago, IL 60604

Illinois Environmental Protection Agency  
Chief, Bureau of Land  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

**17. Recording and Notice of Environmental Covenant, Amendments and Termination.**

**A. The Original Environmental Covenant.** An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the Recorder of Deeds of DuPage County, State of Illinois.

**B. Termination, Amendment or Modification.** Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner or Grantor any termination, amendment or modification of this Environmental Covenant, the Owner or Grantor shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

**C. Providing Notice of Covenant, Termination, Amendment or Modification.** Within 30 days after recording this Environmental Covenant, the Settling Work Defendants shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interests in Appendix C;

- iv. each person in possession of the Property; and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner or Settling Work Defendants shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

**18. General Provisions:**

**A. Controlling law:** This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

**B. Liberal construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor or Holders to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**D. Joint Obligation:** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**E. Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**19. Effective Date.** This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

**20. List of Appendices:**

**Appendix A -- Legal Description and Map of the Property**

**Appendix B -- Location of Monitoring Wells**

**Appendix C -- List of Recorded Encumbrances**

[Signature Pages to follow]





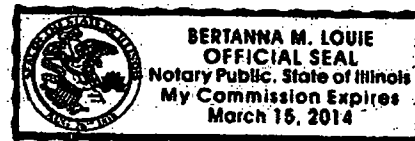


**FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

On behalf of the Administrator of the  
United States Environmental Protection Agency

By: Richard C. Karl  
Richard C. Karl, Director  
Superfund Division  
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS       )  
                                      )SS.  
COUNTY OF COOK       )



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day  
of FEBRUARY, 2014, by Richard C. Karl, Director, Superfund Division, Region 5 of  
the United States Environmental Protection Agency.

Bertanna M. Louie (signature)  
Notary Public  
My Commission Expires March 15, 2014

## **APPENDIX A: Legal Description and Map of the Property**

The legal description of the Lenz Oil Property is shown as Parcel 1 on the following map.

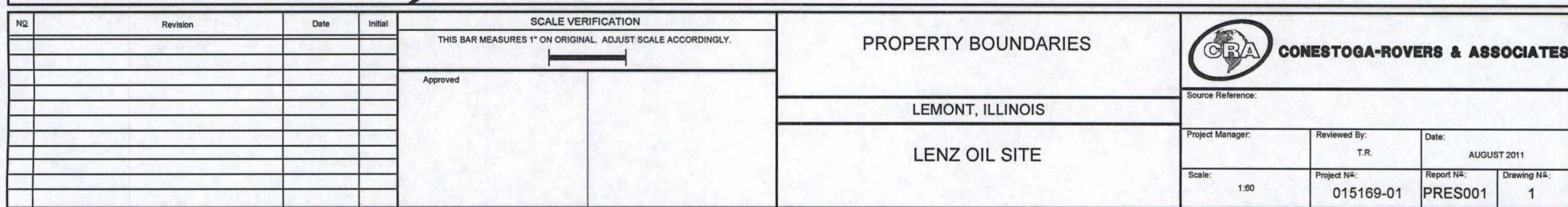
*Vacant land  
Jewett Road and Route 83  
DuPage County, IL*



THAT PART OF THE SOUTHEAST-QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 764.5 FEET TO THE SOUTHEASTERLY CORNER OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 27 MINUTES WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, 108.7 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 27 MINUTES WEST ALONG SAID NORTHERLY LINE OF SAID SECTION 11, 110 FEET TO THE NORTHERLY CORNER OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 27 MINUTES WEST ALONG THE SANITARY DISTRICT OF CHICAGO, ILLINOIS, THENCE SOUTH ALONG SAID WEST LINE, 407.75 FEET TO THE CENTER LINE OF A PRIVATE ROAD, THENCE SOUTH 83 DEGREES 30' MINUTES WEST ALONG SAID CENTER LINE, 150 FEET TO THE INTERSECTION OF SAID CENTER LINE WITH HIGHWAY ROUTE 83 (FORMERLY 54); THENCE NORTH-WESTERLY ALONG SAID LINE, 313.95 FEET TO THE SOUTHEASTELY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD AS WIDENED; THENCE NORTH 45 DEGREES 30 MINUTES EAST ALONG SAID RIGHT-OF-WAY LINE, 150 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE CENTER LINE OF A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHEASTELY LINE OF THE ABOVE DESCRIBED PROPERTY FROM A POINT WHICH IS 202.0 FEET SOUTHWESTERLY (AS MEASURED ALONG SAID SOUTHEASTELY LINE) OF THE

THAT PART OF THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 1E, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTH 86 DEGREES 21 MINUTES EAST, ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 471.2 FEET TO THE WEST LINE OF LOT 1 OF SAID SECTION 11; THENCE SOUTH 86 DEGREES 21 MINUTES WEST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, 483.14 FEET (= SOUTH, 484.76 FEET) TO THE CENTER LINE OF A 66' WIDE HIGHWAY, HEREIN REFERRED TO AS "THE HIGHWAY"; THENCE SOUTH 86 DEGREES 21 MINUTES WEST, ALONG SAID CENTER LINE, 205.16 FEET, A DISTANCE OF 599.12 FEET (= SOUTH, 599.65 FEET) TO THE NORTHERLY LINE OF SAID HIGHWAY; THENCE NORTH 86 DEGREES 21 MINUTES WEST, ALONG SAID NORTHERLY LINE, 205.16 FEET; THENCE SOUTH 86 DEGREES 21 MINUTES 30 SECONDS WEST 488.08 FEET TO SAID CENTER LINE OF A PRIVATE ROAD; THENCE NORTH 86 DEGREES 21 MINUTES 18 SECONDS EAST (= NORTH, 86 DEGREES 21 MINUTES 30 SECONDS WEST) ALONG SAID CENTER LINE, 485.30 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

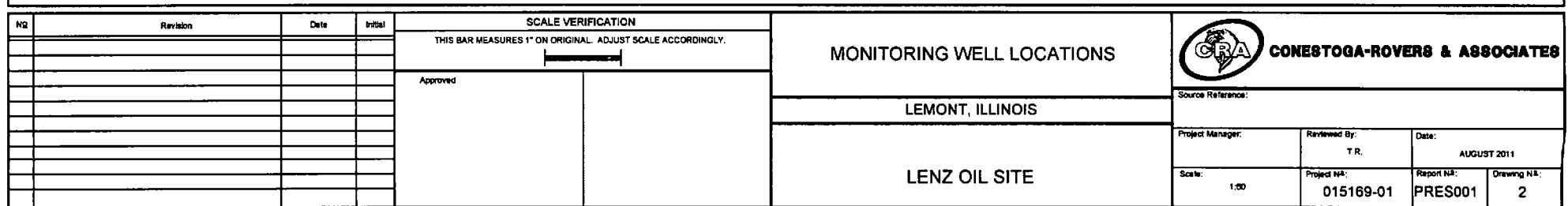
"THAT PART OF THE SOUTHEAST-ERLY SECTION 11, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 11; THENCE NORTHERLY 60 DEGREES 27 MINUTES EAST, ALONG THE NORTHERN LINE OF SAID SOUTHWEST ¼ A, A DISTANCE OF 871.2 FEET TO THE WEST LINE OF LOT B1 OF THE FIRST ASSUBDIVISION OF SAID SECTION 11; THENCE EASTERLY AND PARALLEL WITH SAID WEST LINE OF LOT B1, A DISTANCE OF 98.1 FEET TO THE SOUTH CORNER OF SAID SECTION 11; THENCE SOUTHERLY 60 DEGREES 27 MINUTES EAST, ALONG THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHLY 0 DEEGRES 00 MINUTES 00 SECONDS EAST, A LONG SD POINT BEGGINNG, 102.28 FEET (DEED = SOUTH, 197.42) FEET TO THE NORTHERLY LINE OF SAID PROPERTY OF THE CITY OF CHICAGO, THENCE SOUTHERLY 89 DEGREES 59' 59" 00" WEST, A DISTANCE OF 177.3 FEET, 229.1 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTHLY 57 DEGYES 01 MINUTE WEST, ALONG SAID NORTHERLY LINE, 33.6 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY ROUTE 8S (FORMERLY ROUTE 54); THENCE SOUTHERLY 57 DEGREE 01 MINUTE WEST, ALONG SAID EASTERLY LINE, +41.6 FEET (DEED = 44.8) FEET TO THE CENTER LINE OF A PRIVATE ROAD AS SHOWN ON JAMES HENRY PLAT OF SAID COUNTY, REC'D FOR RECORD JULY 1, 1850 AS DOCUMENT 60868; THENCE NORTH 53 DEGRES 21 MINUTES 18 SECONDS EAST (DEED = NORTH 53 DEGRS 22 MINUTES EAST), ALONG SAID CENTER LINE, 370.0 FEET, THENCE SOUTH 24 DEGREES 56 MINUTES AND 33 SECONDS





## **APPENDIX B: Location of Monitoring Wells**

Location of Monitoring Wells are shown on Parcel 1 of the following map.

[illegible][illegible][illegible]

**NOTES:**

SURVEY PREPARED BY ROLLINGER, LACH & ASSOCIATES, INC. ILLINOIS PROFESSIONAL DESIGN FIRM 04-001759 AUGUST 8, 2007 KETH (HOLMBERG), PLS NO. 38-3082 UNLESS OTHERWISE NOTED.

THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD THAT ARE NOT SHOWN.

THE FOLLOWING USED FOR LEGAL DESCRIPTIONS SHOWN HEREIN ARE AS DOCUMENTS:

PARCELS 1 DOCUMENT NO. RSM-002133, RECORDED MAY 23, 1980

PARCELS 2 DOCUMENT NO. RSM-100303, RECORDED JULY 28, 1988

PARCELS 3 DOCUMENT NO. RSM-100303, RECORDED JULY 28, 1988



DIMENSIONS SHOWN THEREIN ARE FEET AND DECIMAL PARTS THEREOF. ANGULAR DATA SHOWN THEREIN ARE OF DEGREE, MINUTES, SECONDS, AND DECIMALS.

OWNERS OF RECORD AS SHOWN ARE BASED ON A LIMITED SURVEY OF THE COUNTY OF DUPAGE TAX RECORDS.

00.25 N 1/4 OF 06 OF 06 E INDICATES MEASURED DIMENSION / BEARING. (00.25) / (N 07 00 07 OF 06 E) INDICATES RECORDED DIMENSION / BEARING. (00.25) / (N 07 00 07 OF 06 E) INDICATES RECORDED CALL DIMENSION / BEARING. (IN DEED DOCUMENTS RSM-100303 AND RSM-100300)

BEARINGS SHOWN HEREIN ARE BASED ON THE ILLINOIS STATE PLATE COORDINATE SYSTEM, EAST ZONE, NAD83

CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREIN ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.

NO	Revision	Date	Initial	SCALE VERIFICATION		MONITORING WELL LOCATIONS	 <b>CONESTOGA-ROVERS &amp; ASSOCIATES</b>	
				THIS BAR MEASURES 1" ON ORIGINAL. ADJUST SCALE ACCORDINGLY.				
								
				Approved		LEMONT, ILLINOIS	Source Reference:	
						LENZ OIL SITE	Project Manager:	
							Reviewed By:	
							T.R.	
							Date:	
							AUGUST 2011	
							Project NA:	
					Report NA:			
					Drawing NA:			
					1:00	015169-01	PRES001	2

## **APPENDIX C: List of Recorded Encumbrances**



## COMMITMENT FOR TITLE INSURANCE



# Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### CHICAGO TITLE INSURANCE COMPANY

Issued By:

CHICAGO TITLE INSURANCE COMPANY  
10 S. LASALLE ST. 3100  
CHICAGO, IL 60603

Refer Inquiries To:  
(312) 223-3005



By

Authorized Signatory

Commitment No.: 1401 880013345 D2

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**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

YOUR REFERENCE: INFORMATIONAL - SHELL BLEIWEISS

ORDER NO.: 1401 880013345 D2

**EFFECTIVE DATE:** NOVEMBER 1, 2013

**1. POLICY OR POLICIES TO BE ISSUED:**

OWNER'S POLICY: ALTA OWNERS 2006  
AMOUNT: \$10,000.00  
PROPOSED INSURED: TO COME

**2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS  
FEE SIMPLE, UNLESS OTHERWISE NOTED.**

**3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:  
LENZ OIL SERVICE, INC., AN ILLINOIS CORPORATION**

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 880013345 D2

**4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:**

NONE

**4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:**

NONE

**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 880013345 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 11 AND RUNNING THENCE NORTH 89 DEGREES 27 MINUTES EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 764.5 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS WIDENED, FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 27 MINUTES EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER 106.7 FEET TO THE WEST LINE OF LOT 51 OF THE ASSESSMENT DIVISION OF THE SOUTH HALF OF SECTION 1 AND 2 AND ALL OF SECTIONS 11 AND 12, LYING NORTH OF THE NORTH LINE OF THE SANITARY DISTRICT OF CHICAGO, ILLINOIS; THENCE SOUTH ALONG SAID WEST LINE, 487.75 FEET TO THE CENTER LINE OF A PRIVATE ROAD; THENCE SOUTH 53 DEGREES 26 MINUTES WEST ALONG SAID CENTER LINE, 834.8 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY ROUTE 83 (FORMERLY 54); THENCE NORTHWESTERLY ALONG SAID LINE, 313.95 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID SANTA FE RAILROAD AS WIDENED; THENCE NORTH 45 DEGREES 26 MINUTES EAST ALONG SAID WIDENED RIGHT-OF-WAY LINE 1006.6 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED PROPERTY FROM A POINT WHICH IS 202.0 FEET SOUTHWESTERLY (AS MEASURED ALONG SAID SOUTHEASTERLY LINE) OF THE SOUTHEAST CORNER OF SAID ABOVE DESCRIBED PROPERTY, IN DUPAGE COUNTY, ILLINOIS.

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*SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.*

**GENERAL EXCEPTIONS**

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.
8. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:
  - A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
  - B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
  - C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
  - D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
  - E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
  - F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WEST CHICAGO, WHEATON, AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS

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OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

3 9. TAXES FOR THE YEAR 2013.

TAXES FOR THE YEAR 2013 ARE NOT YET DUE OR PAYABLE.

PERMANENT INDEX NUMBER: 10-11-401-006-0000.

THE ASSESSED VALUE IS UNDER \$150.00, NO 2012 TAXES DUE.

3 10. MORTGAGE DATED MAY 16, 1983 AND RECORDED JUNE 14, 1983 AS DOCUMENT NO. R83-36615, MADE BY LENZ OIL SERVICES, INC., TO FIRST NATIONAL BANK OF ELGIN, TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$540,000.00. ASSIGNED TO SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE UNITED STATES GOVERNMENT BY INSTRUMENT RECORDED AS DOCUMENT NO. R87-005102.

0 11. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

2 12. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

4 13. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

4 14. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR LENZ OIL CORPORATION, A CORPORATION OF ILLINOIS.

Q 15. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

E 16. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

F 17. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO

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THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

- G 18. GRANT TO THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY, A KANSAS CORPORATION, BY INSTRUMENT DATED OCTOBER 12, 1948 AND RECORDED FEBRUARY 8, 1949 AS DOCUMENT 562619, FROM JACOB J. JEANS FOR THE PERPETUAL RIGHT AND EASEMENT TO RELOCATE AND MAINTAIN A DRAINAGE DITCH OVER THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND IN THE NORTHEAST 1/2 AND SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 FEET IN WIDTH LYING 5 FEET ON EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 55 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM CENTER LINE OF THE ORIGINAL MAIN TRACK OF THE ATCHISON, TOPEKA & SANTA FE RAILROAD COMPANY AT MILE POST 20 PLUS 3800 FEET; THENCE SOUTHWESTERLY PARALLEL WITH A 55 FOOT NORMALLY DISTANT FROM SAID CENTER LINE OF ORIGINAL MAIN TRACK, TO WEST LINE OF SOUTHEAST 1/4 OF SAID SECTION 11.

SUBJECT TO RIGHT OF WAY FOR HIGHWAY LOCATED OVER AND ACROSS SAID SOUTHEAST 1/4 OF SECTION 11.

- H 19. EASEMENT OVER THE THE LAND FOR INGRESS AND EGRESS TO PROPERTY EAST AND ADJOINING CONTAINED EASEMENT AGREEMENT BY AND BETWEEN JACOB J. JEANS AND EDWARD WEITLINE AND CLARA H. WEITLING, HIS WIFE, DATED JULY 14, 1943 AND RECORDED JULY 24, 1943 AS DOCUMENT 451483 AND ALSO AS SHOWN ON THE PLAT OF SURVEY RECORDED OCTOBER 7, 1950 AS DOCUMENT 606585.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS THE SOUTHEASTERLY 33 FEET OF THE LAND)

- I 20. FRONTAGE PERMIT MADE BY FRED LENZ TO STANDARD OIL COMPANY, AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO LAY, MAINTAIN, OPERATE, REPLACE AND REMOVE A PIPELINE FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS, UPON, UNDER AND WITHIN THE EAST SIDE OF THE PUBLIC HIGHWAY RIGHT OF WAY KNOWN AS ILLINOIS ROUTE 83, ON OR ADJOINING THE GRANTOR'S LAND. SAID PERMIT MADE UPON THE CONDITION THAT STANDARD OIL COMPANY PAY ANY DAMAGES WHICH MAY ARISE TO GRANTOR'S INGRESS AND EGRESS ROADWAYS, CULVERTS, WALKS, FENCES OR OTHER IMPROVEMENTS OF GRANTORS, FROM THE EXERCISE OF THE RIGHTS THEREIN GRANTED. SAID PIPELINE SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH A STATE PERMIT AND SPECIFICATIONS AND AT THE RISK AND EXPENSE OF STANDARD OIL COMPANY. THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVE, SUCESSORS AND ASSIGNS OF THE PARTIES THERETO, DATED AUGUST 12, 1958 AND RECORDED OCTOBER 21, 1959 AS DOCUMENT 944464.

ASSIGNMENT OF RIGHTS OF WAY TO THE AMERICAN OIL COMPANY, A MARYLAND CORPORATION, DATED DECEMBER 31, 1960 AND RECORDED MARCH 23, 1961 AS DOCUMENT R61-786.

- J 21. THE LAND LIES WITHIN THE DU PAGE COUNTY SANITARY DISTRICT, WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500.

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FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.

22. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER: R90-062153 DATE OF RECORDING: MAY 23, 1990.

23. EASEMENT FOR PRIVATE ROADWAY 20 FEET IN WIDTH TO BE ESTABLISHED IN A NORTHWESTERLY AND SOUTHEASTERLY DIRECTION ACROSS THAT PART OF THE LAND LYING WITHIN LOTS 39 AND 52 OF COUNTY CLERK'S ASSESSMENT DIVISION, AS CONTAINED IN DEED FROM CHARLIE HAHN AND ROSE HAHN, HIS WIFE, TO JOHN H. GULICK, DATED MARCH 8, 1926 AND RECORDED MARCH 13, 1926 AS DOCUMENT 209460.

(FOR FURTHER PARTICULARS, SEE RECORD.)

- "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW. PLEASE CONTACT YOUR LOCAL CHICAGO TITLE OFFICE REGARDING THE APPLICATION OF THIS NEW LAW TO YOUR TRANSACTION."

- FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

24. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

\*\* END \*\*



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**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

# **CHICAGO TITLE INSURANCE COMPANY**

## **1031 EXCHANGE SERVICES**

**If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.**

Effective Date: May 1, 2008

**Fidelity National Financial, Inc.  
Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transaction;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

